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UNITED STATES BANKRUPTCY COURT  
 EASTERN DISTRICT OF CALIFORNIA  
 [Sacramento Division]

In re:

CALIFORNIA COMMUNITY  
 COLLABORATIVE, INC.,

Debtor.

Case No. 14-26351-C-11  
 Docket Control No. MHK-5

Hon. Christopher M. Klein

**MODIFICATION TO DEBTOR'S PLAN  
REORGANIZATION DATED SEPTEMBER 12, 2014**

California Community Collaborative, Inc., (the "Debtor") hereby modifies the Debtor's Plan of Reorganization Dated September 12, 2014 ("Plan"), filed September 12, 2014 at Docket No. 70, as follows:

1. In regard to the treatment of the Class 2.1 claim of the San Bernardino County Tax Collector, the text on page 10, line 24 through page 25, line 2, shall be deleted, and the following text substituted:

The Class 2.1 Allowed Secured Claim of the County shall be allowed as set forth in the County's Proof of Claim No. 10 filed September 15, 2014, and shall be paid in full with penalties, costs, fees, and interest to accrue at the statutory rate in accordance with the payment schedule calling for equal annual installments of \$41,168.34, as set forth in Exhibit 1 hereto. Confirmation of this Plan shall not impair or otherwise affect the Class 2.1 claim holder's security interest in property of the Debtor. In addition, the Debtor shall timely pay ongoing post-confirmation taxes, estimated to be in the amount of \$61,161.97 for fiscal year 7/1/2015 to 6/30/2016. Should the Debtor sell or refinance the Real Property before the last installment is due to the Class 2.1 claimant under this Plan, the Debtor shall pay from escrow the full amount

1 of the Class 2.1 Allowed Secured Claim with interest accrued to the date  
2 of full payment.

3 2. In regard to the treatment of the Class 2.2 claim of California Bank and  
4 Trust, the text on page 11, lines 3 through 22, shall be deleted, and the following text  
5 substituted:

6 The **Class 2.2** Allowed Secured Claim of CB&T shall be allowed  
7 the amount of \$9,526,764.57 as of the Confirmation Date, and shall bear  
8 interest at the rate of 5.5% per year from the Confirmation Date. After  
9 the Confirmation Date, the Debtor shall continue to make the monthly  
10 adequate-protection payments to the Class 2.2 claimant in the amount  
11 authorized by the Court as of the Confirmation Date; then, beginning July  
12 15, 2015 and continuing the fifteenth day of each month thereafter until  
13 the Class 2.2 Allowed Secured Claim is paid in full, the Debtor shall  
14 instead pay the Class 2.2 claimant the amount of \$44,000.00, which  
15 shall be applied to interest on the Class 2.2 Allowed Secured Claim.  
16 Notwithstanding the foregoing, should the Debtor obtain a tenant post-  
confirmation at the Real Property that leases between 35,000 and  
45,000 square feet of space, the amount of such payments shall be  
\$50,000.00, and should the Debtor obtain a tenant post-confirmation at  
the Real Property that leases 45,000 square feet or more space, the  
amount of such payments shall be \$60,000.00. The Debtor shall pay the  
Class 2.2 Allowed Secured Claim in full, with interest, no later than June  
30, 2016. Confirmation of the Plan shall be deemed to rescind any  
Notice of Default recorded against the Debtors' real property before the  
Petition Date. Confirmation of the Plan, however, shall not otherwise  
impair the Class 2.2 claimant's security interest in property of the Debtor.

17 3. The following text shall be added to the Plan, beginning on page 7,  
18 following line 13 (adding an additional Class 3 claim):

19 **Class 3.4** Kaiser Foundation Health Plan, Inc.

20 This is the Allowed Claim of Kaiser Foundation Health Plan,  
21 Inc. ("Kaiser") under the Group Agreement in force as of the Petition Date  
22 (the "Insurance Contract"), renewals under which Kaiser provides health  
insurance services to officers of the Debtor in consideration of ongoing  
premium payments by the Debtor.

23 4. The following text shall be added to the Plan, beginning on page 12,  
24 following line 8 (adding treatment for the Class 3 claim):

25 The **Class 3.4** Allowed Claim of Kaiser shall be treated as follows:  
26 As of the Confirmation Date, the Insurance Contract to the extent  
27 subsequently renewed by the Debtor shall be deemed assumed. The  
28 Debtor shall, within six (6) months of the Effective Date, cure all defaults  
under the Insurance Contract existing as of the Confirmation Date. Upon  
confirmation of the Plan, Kaiser shall be enjoined from taking any activity  
to cancel, terminate, or otherwise enforce remedies under the executory

1 contract based on a default that existed as of the date of confirmation of  
2 this Plan, and such injunction shall terminate the date that is six (6)  
3 months from the Effective Date.

4 5. Other than the modifications set forth above, the Plan shall remain  
5 unchanged.

6 Dated: 11-14-14

CALIFORNIA COMMUNITY  
COLLABORATIVE, INC.

7 By: Merrell Schexnydre  
8 Merrell Schexnydre  
9 Its president

10 Dated: Nov 14 2014

MEEGAN, HANSCHU & KASSEN BROCK

11 By: Anthony Asebedo  
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13 Attorneys for the Debtor  
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